

A. G. Contract No.KR911553TRD
ECS File: JPA 91-85
Project: G 1050 10C
Section:14th Ave, 8th St. to US-70

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF SAFFORD

THIS AGREEMENT is entered into 19 November, 1991,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
CITY OF SAFFORD, acting by and through its City Council (the
"City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-1895.03 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The City is empowered by Arizona Revised Statutes
Section 41-1513, and 28-1895 et seq to enter into this
agreement and has by resolution, a copy of which is attached
hereto and made a part hereof, resolved to enter into this
agreement and has authorized the undersigned to execute this
agreement on behalf of the City.

3. The City has requested Economic Strength Project (ESP)
funds in the amount of \$247,900.00; the Arizona Department of
Commerce and the Economic Development Commission have
recommended the approval of such funds for the City, and the
Transportation Board has approved the funding, contingent upon
the Bureau of Land Management locating a new office complex on
8th Street in the City, for the design and construction of
improvements to 14th Avenue between 8th Street and US-70, which
will enhance the development of the adjacent commercial and
industrial properties, and aid in the retention and development
of local business, hereinafter referred to as the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>16228</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11/19/91</u>
<u>Richard Mahoney</u> Secretary of State
By <u>King D. Greenwood</u>

II. SCOPE

1. The City will:

a. Insure the commitment of a minimum of \$46,000.00 funds to the Project and related improvements. Upon completion, accept the Project on behalf of the City, and provide maintenance.

b. Invoice the State for ESP funds (Arizona Department of Transportation, ATTN: Director, Administrative Services Division, 206 S. 17th Avenue, Room 200 B, Phoenix, AZ 85007), in the amount of \$247,900.00.

c. Provide the State a copy of the executed Project contract(s). Provide the State written reports of all ESP fund expenditures, supported by invoices, receipts or other suitable documentation, and a final accounting report no later than thirty (30) days after ESP funds are fully expended. Reimburse the State any funds received under this agreement which are expended and subsequently disallowed by the State.

d. Provide the State (Arizona Department of Commerce, ATTN: Assistant Director, 3800 N. Central Avenue, Suite 1500, Phoenix, AZ 85004) with quarterly Project status reports, and one year after completion of the Project, a written Economic Impact Report outlining the impact of the Project, to include jobs created, jobs retained and related data.

2. The State will:

Within thirty (30) days after receipt and approval of the contract(s) and invoice, advance the City ESP funds in the amount of \$247,900.00.

III. MISCELLANEOUS PROVISIONS

1. The only interest of the Department of Transportation in the Project is to convey economic strength pass through funds for the use and benefit of the City by reason of state law under which funds for the Project are authorized to be expended.

2. The City agrees to indemnify and save harmless the State, or any of its departments, agencies, officers, or employees, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the State of any of the provisions of this agreement.

3. The total amount of State funds expended under this agreement shall not exceed ninety (90) percent of the total Project cost. Should the Project not be completed, be partially completed, or be completed at a lower cost than the advanced amount, or for any other reason should any of these ESP funds not be expended, a proportionate amount of the State funds provided under this agreement shall be reimbursed to the State.

4. This agreement shall remain in force and effect until completion of said Project and subsequent reports; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the making of the ESP payment, upon thirty (30) days written notice to the other party.

5. This agreement shall become effective upon filing with the Secretary of State.

6. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

7. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

8. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518 (B) and (C).

9. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Director, Transportation Planning
206 South 17 Avenue, Room 300B
Phoenix, AZ 85007

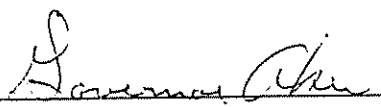
City of Safford
City Manager
717 Main Street
Safford, AZ 85546

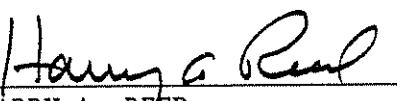
10. Attached hereto and incorporated herein is a copy of the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.


CITY OF SAFFORD

STATE OF ARIZONA
Department of Transportation

By 
GOVERNOR AKER
Mayor

By 
HARRY A. REED
Director, Transportation
Planning Division

RECOMMENDED BY

By 
THOMAS K. BINGHAM
City Manager

ATTEST:

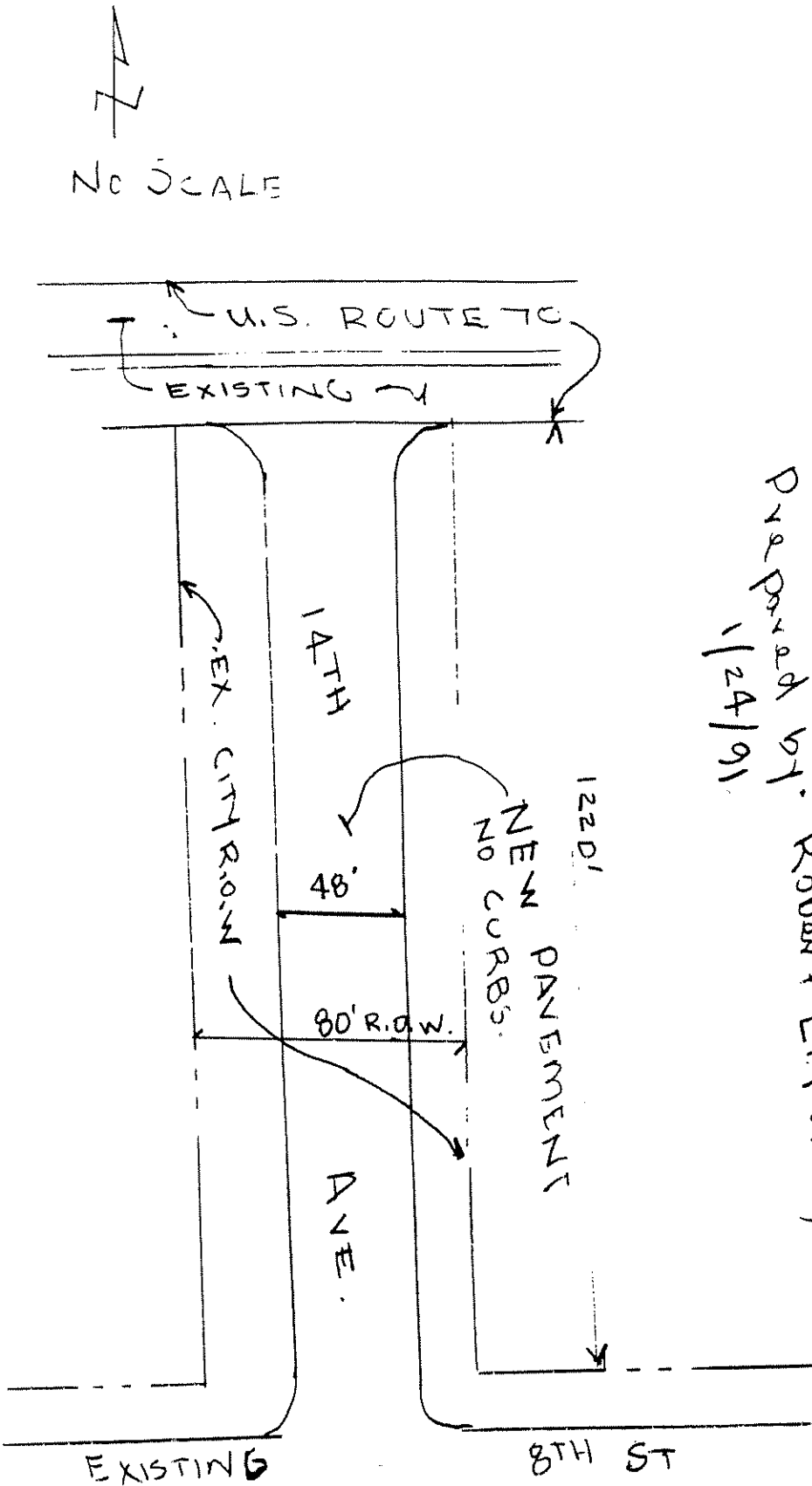
By 
PAT SAVAGE
City Clerk

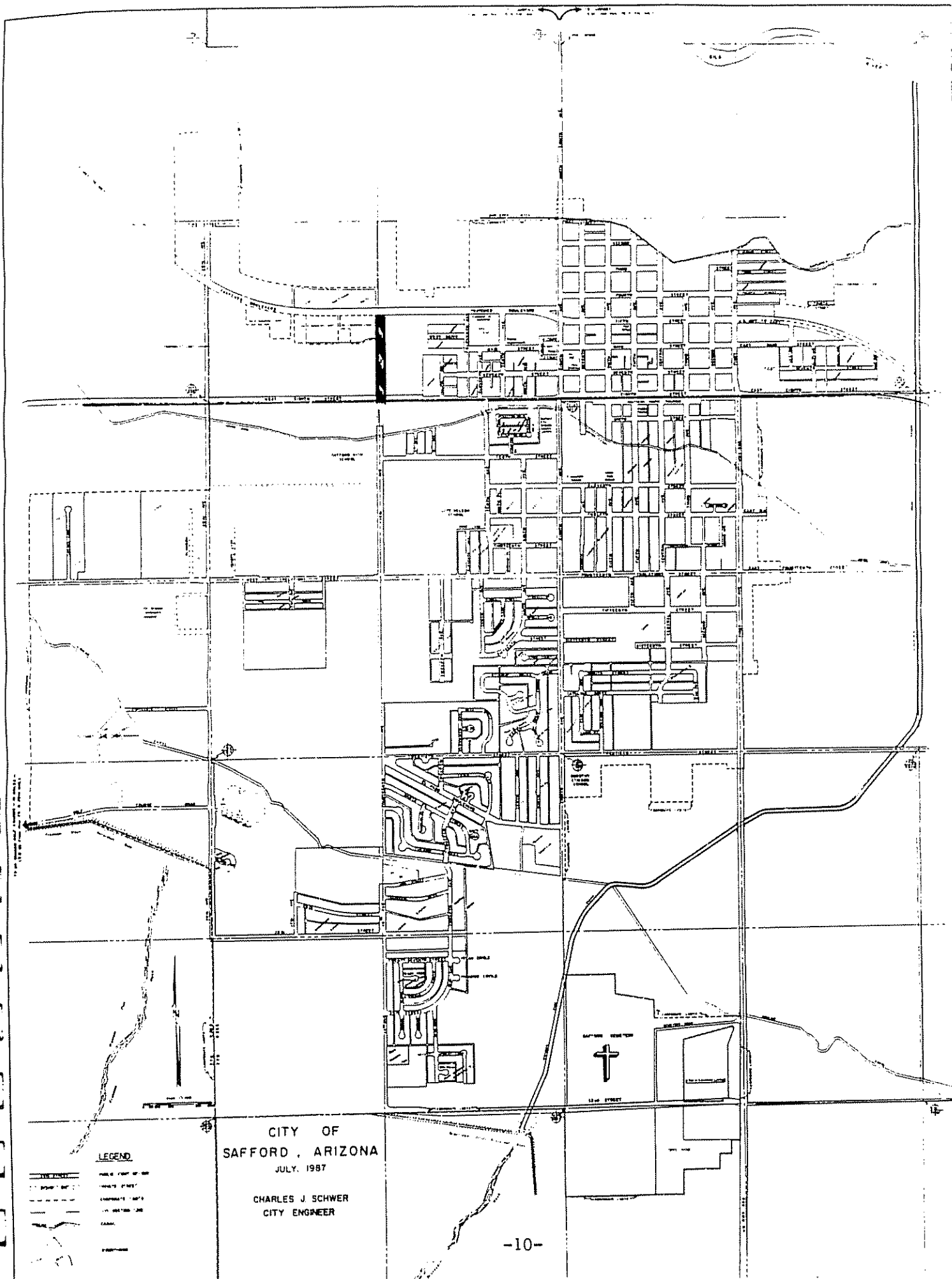
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ECONOMIC STRENGTH PROJECTS FUND APPLICATION FORM

DETAIL MAP OF PROJECT

City of Safford, Arizona
14th Ave Project - Phase 1
Prepared by: Robert L. Porten, P.E.
1/24/91





TO LANDFILL ← TO AIRPORT
{ 1/2 mi from Hwy TO & 8th Ave } { 1/2 mi from Hwy TO & 8th Ave }

Commercial
-vacant-

Industrial - -
- vacant -

**SAFFORD HIGH
SCHOOL**


LAFE NELSON
SCHOOL

-11-

RESOLUTION

BE IT RESOLVED on this 11th day of July 1991, that I, CHARLES E. COWAN, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the City of Safford for the purpose of defining responsibilities for the design and construction of improvements to 14th Avenue between 8th Street and US-70 in the City.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted for approval and execution by the Deputy State Engineer.


for CHARLES E. COWAN
Director

RESOLUTION NO. 941

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF SAFFORD AND THE DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION TO ACCEPT ECONOMIC STRENGTH PROJECT (ESP) FUNDS IN THE AMOUNT OF \$247,900.00 FOR THE DESIGN AND CONSTRUCTION OF IMPROVEMENTS TO 14TH AVENUE, 8TH STREET TO US-70.

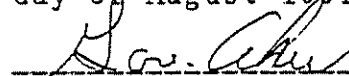
WHEREAS The City of Safford maintains a public road system and it is desirable to enter into an Intergovernmental Agreement to more effectively provide traffic Agreement services; and

NOW THEREFORE BE IT RESOLVED by the Mayor and the City Council of the City of Safford pursuant to A.R.S. 41-1513 and 28-1895 et seq:

1. Approving the Intergovernmental Agreement with the State of Arizona to accept \$247,900.00 provided by the Arizona Department of Commerce and the Economic Development Commission for Economic Strength Projects.

2. Authorizes and directs the Mayor and Clerk to sign the Grant Agreement and appoints the City Manager as agent of the City of Safford to conduct all further negotiations and to execute and submit all documents consistent with the grant agreement and the plans for the construction which may be necessary for the completion of the project.

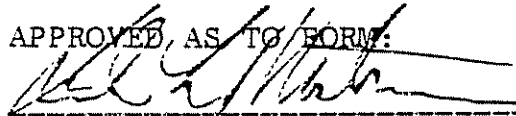
Passed approved and adopted by the Mayor and Council of the City of Safford this 12th day of August 1991.


Gov Aker, Mayor

ATTEST:


Pat Savage, City Clerk

APPROVED, AS TO FORM:


Irval L. Mortensen, City Attorney

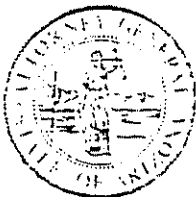
APPROVAL OF THE SAFFORD CITY ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the CITY OF SAFFORD and declare this agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

DATED this 13th day of Aug, 1991.

A handwritten signature in black ink, appearing to read "Alex M. Wood", written over a horizontal line.

City Attorney



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~XXXXXXXXXXXX~~
GRANT WOODS

INTERGOVERNMENTAL AGREEMENT


DETERMINATION

A. G. Contract No. KR91-1553TRD, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 13th day of November, 1991.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section